1929

Department of Land Revenue

OFFICE Udupi

STATION Madras

Memo No. 979.

Dated 4 4-29

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(SUBJECT.)

Advances Loans (South Kanara)
Mangalore taluk - Suratkal
Mr J P Pequeira - Collateral
Release Appeal - Stated

BEFORE THE BOARD OF REVENUE,

LAND REVENUE AND SETTLEMENT,

M A D R A S.

John P. Saqueira, Vakil and Official Receiver South Kanara, residing in "Field View", Mangalore. ....) Appellant.

Appeal against the orders of the Collector, South Kanara dated 12th November and 19th November 1928, (herein enclosed)

Appellant abovenamed begs to state as follows

That property measuring about 23 acres of land situated in Surathkal village was advertised for sale by Government in 1923 and on account of combination among the adjoining Wargdars of the village no sale could take place on 2 or 3 occasions while for the 4th occasion the entire extent of land was actually sold by the Revenue Inspector for about Rs.600/-. This sale was not confirmed and the Revenue Inspector of Surathkal Firka induced Appellant to attend the sale and he breaking the combination of the Wargdars purchased the entire extent of land for a sum of Rs.3352/- thereby securing a profit of about Rs.2.500/- to Government

agriculturists under the Land Improvement Act, he approached the Board through the Collector for a loan of Rs.10,000/- payable in 20 annual instalments. That on the recommendation of the then Collector Mr. C.A.Souter, a loan of Rs.10,000/- was sanctioned in B.P.Mis.462 dated 25.2.24. That the Collector Mr. C.A.Souter, First Member of the Board of Revenue Mr. N. Macmichael and Mr. Davies, Executive Engineer were good enough to inspect the work while in progress and he believes that they were satisfied with the work.

That in D.Dis. No. 519-24-R2 the Collector was pleased to grant him permission to put up a Bund to ward off salt water and to enable him to remove sand and silt from the adjoining river portion. That the bund was put up at a cost of Rs.1,500/- and in consequence thereof the Wargdars on the eastern side of the Bund have been enabled to raise Suggi cultivation. The Wargdars realising that Appellant was carrying on the improvements caused damage to his land and Bund put up by him on several occasions and put him to loss by preventing any tenant to come forward and to undertake to cultivate it.

That he therefore ventured to have the land cultivated by himself through hired labour and he had therefore to purchase other lands at a cost of not less than Rs.15,000/- to secure seedling beds.

sons in the methods of improved agriculture with the assistance of Government whenever necessary.

5. The Revenue Divisional Officer Mr. A.C. Woodhouse has thoroughly inspected the improvements made by the Appellant submitted report to the Collector that improvements costing more than the amount of the loan have been effected by Appellant.

6. That the land improved upon and cultivated by him through hired labour and with four pairs of buffaloes owned by him has yielded for the first crop (yenel)about 84 muras of rice and the paddy and straw thereof is stacked in the yard.

7. That Your Appellant has paid till now regularly amount of 4 instalments aggregating to Rs.3997-11-7 and the balance now payable is approximately Rs. 8,000/-

8. That as security for the loan the following properties besides the property to be improved upon were offered and accepted as security

(i) S.F.No.307/A2 of 89A Kodialbail village, garden measuring 1925 Square feet and assessed at Rs. 0-3-0 and valued at Rs.25,000/-.

(ii) S. F.No.311 of 89 A Kodialbail village, --- garden measuring 29,185 Sq.feet assessed at Rs.2-0-0 and valued at Rs.3,000/-

(iii) S. F. No. 249 of 90A Bolur--Dry, measuring 3 acres and assessed at Rs.4-8-0 and valued at Rs.5000/-

9. That Your Appellant approached Mr. Souter in 1925 with a prayer that the property item No.3 above may be released. The Collector was kind enough

to grant your Appellant's request in his proceedings D.Dis. 893/25 dated 30.1.1925 after satisfying himself that the Appellant's improvements on the land at the time were more than the amount of the loan.

10. That the appellant filed a petition dated 3.11.1928 before the Collector requesting that the properties items Nos. (i) & (ii) above may also be released as the property improved upon and converted into paddy fields were more than sufficient in value for the amount now outstanding against him as he wants to retain the land improved upon being compact block but dispose of the properties released to discharge some debts contracted by him for the purchase of lands adjoining the reclaimed land and for improvements. (N)

11. That an alternative request was also made that if the property purchased from Government for Rs.3352/- and improved upon and valued at present at no less than Rs.25,000/- was found to be inadequate security after inspection and inquiry, Your Appellant was prepared to offer and even tendered the property purchased by him in 1927 and valued at Rs.10,000/- situated in Koikude village.

12. That the Appellant regrets that he received an order dated 12.11.1928 from the Collector summarily refusing to grant the prayer asked for without assigning any reasons whatsoever and without inspecting the land or calling for any report regarding its present value

13. That the Appellant therefore again filed a petition before the Collector for reconsideration of the order already passed as it was permissible under the Act to grant the Appellant's prayer. The Collector again passed orders summarily on 19.11.28 that he is not prepared to reconsider his order and this order has seriously handicapped the Appellant in the matter of further improvement of property

and the very purpose for which the loan advanced would be frustrated.

14. That the Appellant submits herewith both the orders of the Collector.

15. That the Appellant therefore submits that the Board may be pleased

(a) To direct a personal local inspection and ca__ for a detailed report regarding the facts stated above as well as the improvements effected by the Appellant on the said property and the present estimated value thereof

(b) To release the properties S.F.Nos.307/A2 and S.F.No. 311 of Kodialbail village accepted as collateral security retaining only the property improved upon with the state loan and other funds and now --- valued at Rs.25,000/- to Rs.30,000/-.

(c) In case the property improved upon is found after investigation to be insufficient to cover the amount now outstanding against the appellant to accept the property in ~~Kodialbail~~ Korkude village valued at Rs.10,000/- which appellant tenders as additional security.

(d) That in case the Board is unwilling to accept either of the two prayers noted above, the appellant may be informed what portion of the amount now outstanding against him should be paid in a lump before the release of the properties prayed for is permitted.

M A N G A L O R E)
)
20. 11. 1928.)

John Dsouza

Appellant.

Proceedings of the Collector of South Kanara, Dated, 12th November, 1928.

G. W. Wells, Esquire, M.A., I.C.S.

Advances - Loans - Mangalore Taluk - Surathkal village Borrower Mr. J.P. Sequeira -Rs 10,000/- - Collateral security Release - orders passed.

1. Petition dated 3-11-28 from Mr. J.P.Sequeira, Mangalore.

2. This office Dis.files R.Dis.356-24 dated 31-3-24 and R.Dis. 893/25 dated 30-1-25.

I am not prepared to release the collateral security as proposed by the borrower. The application is rejected.

For Collector.

To

M.R.Ry. J.P. Sequeira Avl., B.A.B.L., Mangalore.

Proceedings of the Collector of South Kanara, dated the 19th November 1928.

G. W. Wells, Esquire, M.A., I.C.S.

Advances - Loans - Mangalore Taluk - Surathkal village Rs.10,000/- Borrower - Mr. J. P. Sequeira - Collateral security Release - orders passed.

Petition dated 15th November 1928 from Mr. J. P. Sequei Mangalore.

****

The petitioner is informed that in Proceedings L.Dis. 9905-28 he has been told already that the Collector is not ----- prepared to release the existing collateral security.

For Collector.

19.11.28

To M.R.Ry. J. P. Sequeira, Avl., B.A., B.L.,
Mangalore.

M.D'S.19/11.

BOARD OF REVENUE
3 DEC 1928
LAND REV. & SETTLEMENT

8

28350

The Commissioners of the Board of
Revenue Land Revenue & Settlement
Madras

From

J. Thu P. Siqueira vakil & Official
Receiver S. Kanara Mangalore

Sir;

I beg to send herewith Court fee
Stamps of Annas twelve to the affixed to
the order appealed against in accordance
with your Ref. J. No. 8177-28-1. dated
27.11.1928.

I have the honour to be
Sir
Your most obedient Servant

J. Thu P. Siqueira
30.11.28.

Advances loans Mangalam Taluk -
Sinathkal village - Borrower Mr T D Sony
Rs 10,000 — Collateral security — relea
Appeal

cf. R--? 11046--28.

South Kanara Collector's Office,

Camp: Udipi, dated 1st Febry. 1929.

7912

From

G. W. Wells, Esq, M.A. I.C.S.,

Collector of South Ka...

To

The Secretary to the Board,

Land Revenue & Settlement,

M a d r a s.

S i r,

Advances--Loans--Mangalore Taluk--Surathkal--Borrower Mr. J. P. Sequeira--Rs. 10,000/- --collateral security--release--appeal--report--submitted.

Board's Reference F. 8177--28--2 dated 4th December 1928.

(D) 1. In this office R. Dis. 356-B-3-24 dated 31st March 19 with the permission of the Board of Revenue Mr. J. P. Sequeira was granted a loan of Rs. 10,000/- on the security of the lands to be improved and on that of certain lands and buildings in Codialbail and Bolur villages--release see page ~~12~~ of that file for particulars of the collateral security.

5-6 ✓ (E) In his R. Dis. No. 893/25 B3 dated 30th January 1925 the Collector, Mr. Souter released the item S. No. 249 of 90-A Bolur village. The Appellant applied to me recently to release the other two items of collateral security S. Nos. 307 A--2 and 311 of 89 A Codialbail village valued at Rs. 19,000/-, but

3 ✓ (N) I declined to do so, as I understood Mr. Sequeira to be involved in a suit with Mr. McEwen Watt, a former resident of Mangalore, who claims heavy damages from him on account of injuries sustained by Mr. Watt in a Motor accident.

19 Sept. 3. On receipt of the Board's reference I requested the Revenue Divisional Officer of Mangalore to enquire into the affairs of the borrower and to value the properties covered by the loan and those offered as alternative collateral security.

11-3-16 Calcd I enclose a copy of his report dated 8th January 1929 with its enclosures in original. The latter may be returned to me. I

(A) have also called for a copy of his report dated 23th January 1929.

4. In exchange for the release of the present collateral security the Appellant offers his property in Kulur village, - Mangalore Taluk, but the enquiry shows that his interest in this property is limited, and it cannot be accepted. The Appellant in his statement before the Revenue Divisional Officer, copy enclosed, has agreed to tender his property in Surathkal village. This property is the registered holding of the borrower and consists of 2.17 acres, wet, 2a orts garden and 14.56 acres dry land assessed at Rs.62-2-0 in all. This is valued at Rs. 5,000/-. This property may be accepted as collateral security if the proposal commends itself to the Board. The balance of the loan now due is Rs. 9307-0-0 with interest at 7½% from 10th April 1938.

5. It will be seen from the plaint of Mr. Watt, a copy of which is submitted, that the damages are estimated at Rs. 20,000/- and from Mr. Sequeira's statement that he intends to contest it up to the Privy Council, if necessary.

6. Mr. Sequeira says in his written statement before the Revenue Divisional Officer that he wishes to free the land and buildings now held as collateral security in order to discharge certain debts, and because he wishes to be able to dispose of them before their value falls

7. The balance of the loan due is, as stated above, about Rs. 9,000/- The value of the lands covered by the loan is reported to be Rs. 9,200 and the value of the lands reported to be suitable as alternative collateral security is estimated at Rs. 5,000/-. Whether they will obtain these prices at an auction, if any has to be held in event of default, can only be seen when the auction takes place, and since the borrower has given the original collateral security, I do not see that the Government is called upon to forego it.

8. If the Board is prepared to consider the release of the existing collateral security, I suggest that it be released only after compliance by the Appellant with the following conditions:

(1) That the Appellant gives the Surathkal properties, valued at Rs. 5,000/- as fresh collateral security.

and (2) that he makes an immediate repayment of Rs. 4,000/- in reduction of the principal of the loan. This will reduce the outstanding to approximately Rs. 5,000/-, with primary and collateral

securities of Rs. 14,200 against it.

9. The Appeal petition is resubmitted together with the records noted below:

(N) 1. B3 9905--28. ✓

(U) 2. B3 10297--28. ✓

(D) 3. R. Dis. 356--24.

(E) 4. R. Dis. 893--25. ✓

1317 (A) 5. A plan of the lands improved upon.

Your obedient servant,

Collector. 1.2.29.

Copy of letter D.Dis. 6099 -28 dated 8th January,1929.
From - The Revenue Divisional Officer, Mangalore.
To - The Collector of South Kanara.

Advances - Loans - Mangalore Taluk - Surathkal village- Borrower Mr. J.P. Sequeira - ; 10000/- Collateral security- Release -report submitted. Your N.Ref B-3/11046-28, dated 18-12-1928.

I inspected the land in Surathkal village improved upon by the borrower with the aid of Government loan. This land was bought by the borrower at auction held by the Tahsildar for a sum of Rs 3352/-. He obtained a loan of Rs 10000/- from Government in March 1924 for the improvement of the land which at the time he bought it from Government was nothing but portion of an area of the Pavanje river with water 2 to 8 feet in depth on it. Out of the 22 acres(nearly of the land bought by the borrower, nearly 12 acres of land have been completely reclaimed and made fit for cultivation. The cost for the reclamation, according to the estimate prepared by the D.P.W. filed in R.Dis.No.356-B-3/24 dated 31-3-1924 is approximately Rs 10570/. The remaining portion of the land has not been fully reclaimed but at least Rs 2000/ to Rs 3000/- must have been spent on this portion. A stone revetment has been put up all round the whole extent costing not less than Rs 5000/-. A cross-bund nas also been put up lower down the river at a cost of about Rs 500/-. More than 250 cocoanut plants have been planted and a substantial tenant's house has been constructed. The land must have cost the borrower more than Rs 20000/- so far.

2. Though the land has cost the borrower a good deal of money, it will fetch the amount spent so far if it is offered for sale just now. I enclose a plan showing the land improved upon. Out of a total extent of nearly 12 acres converted into paddy fields, yenel crop has been raised on an extent of only 8 acres for the first time last year. Suggi crop has been raised on this extent but most of the crop has withered away on account of the barckish nature of the soil. The yield in the yenel crop is about 50 muras of rice. The

paddy has not yet been converted into rice. It is stacked in the yard of the tenant s house and the straw also is there. The standing suggi crop may yield about 10 to 15 muras of rice. The yield is thus poor; but this is the first crop raised on the land and naturally the out-turn will increase in subsequent years. The effect of the brackishness of the soil is not felt to such an extent in the yenel crop owing to the heavy rain, as in the suggi crop which receives little or no rain at all. The effect will however diminish year by year as the fields continue to be cultivated and in the course of three or four years the fields under cultivation now (8 acres in extent) are likely to yield a rental of at least twelve muras of rice per acre. The value of the land already brought under cultivation (8 acres) may be estimated at Rs 6000/- at Rs 750/- per acre. The value of the land which has been converted into paddy fields but on which crop has not yet been raised (nearly 4 acres) may be fixed at s 1200/- at Rs 300/- per acre. The remaining extent is 10 acres and its value may be fixed at Rs 150/- per acre. The value of the tenant's house and the cocoanut plants may be fixed at Rs 500/-. The total present value of the property will thus be Rs 9200/-.though in the course of four or five years it is likely to fetch at least twice that amount.

3. I do not know how much of the loan amount granted to Mr. Sequeira has been repaid by him so far. He must have paid three, if not four instalments by this time. If so, a sum of a little more than Rs 8500/- must be due to Government and in that case the property improved upon will, as estimated above be sufficient security for the amount due to Government. I however inspected as ordered the Koikude property offered as collateral security and I enclose extracts from the chitta relating to this property. Mr. Sequeira possesses only mulgeni interest in this property, the mulgars being the Krishnapur Matt Pejavar Matt and Kammati and Alimamma. Mr. Sequeira bought this property only last year and it has actually cost him Rs 10000/- The registry has not yet been transferred in his name; the pro-

ceedings are pending in the taluk office. He gets a gross income of 102 muras of rice and Rs 150/- in cash, out of which he has to pay a mulgeni rent of 17 muras of rice and Rs 200/- cash. The net income is thus about 75 muras f rice. As Mr. Sequeira possesses only mulgeni interest in this property and as the mulgars have not given and are not likely to give their consent to give this property as security for the loan, it is not safe to accept it as collateral security. In his statement before me which I enclose herein, Mr. Sequeira says that instead of this property, he will give his other property in Surathkal village as collateral security for the loan, if collateral security is necessary. I have inspected this property also and I enclose an extract from the chitta relating to it. It consists of 2.17 acres of Nanja assessed at Rs 19/-, 0.29 acres of garden assessed at Rs 1-12-0 and 24.56 acres of punja assessed at Rs 12-6-0. The Nanja and the garden lands were bought by him in 1914 and 1916 for Rs 1945/- and they yield a rental of 20 muras of rice, Rs 13/- cash and 150 cocoanuts. The present value of this property will be a little over Rs 2000/-. Of the punja lands S.Nos. 54,185/4,187/2 and 233/2 were bought by him on 18-12-1924 for Rs 1391-0-0 and S.Nos.279/4 on 29-1-1917 for Rs 25 and the nuli right in S.Nos. 61/8,233/3B on 3-7-1924 for Rs 400/- and the mulgeni right on 30-11-1924 for Rs 754/-. Besides the abov Mr. Sequeira bought on 17-11-1928 for Rs 850/- S.No. 60/1 nanja, 1.45 acres, assessed at Rs 3-10-0, S.No.60/2-punja -1.08 acres assessed at Re 0-13-0 and S.No.187/1-punja-one acre -assessed at Re 0-8-0. The registry in regard to these three fields has not yet been transferred to Mr. Sequeira's name. The proceedings are pending in the Taluk office. The value of the punja lands can fairly be estimated at Rs 3000/- in view of the fact that some of these have decent buildings and are conveniently situated. The value of the nanja, punja and garden lands in Surathkal excluding the land improved upon will thus be Rs 5000/- This property will be sufficient collateral security for the loan, if collateral security is considered necessary in spite of the fact that the property improved upon will be worth

more than the amount of the loan due by Mr. Sequeira

4. It is a fact that there is a suit by Mr. Watts against Mr. Sequeira for damages for Rs 30,000/- and I enclose a copy of the plaint. It is probably true that Mr. Sequeira is hard up for cash just at present though he possesses extensive properties in Jeppinamogaru, Panjimogaru, Padavu, Malavur, Tannirbhavi, Surathkal, Koikude and Kundapoor villages besides houses and gardens in Jeppu, Kodialbail and Bolur villages in the town of Mangalore, paying an assessment of about Rs 500/-. It is true he has bought properties in Koikude and Surathkal only last year and he says he has to pay off some debts incurred for buying these properties and he wants money to improve the loan property of Surathkal about which he is very keen. He is himself cultivating it; he has bought four pairs of buffaloes and two boats to carry on the cultivation. He says that some of the houses and gardens in Mangalore have good offers now and if he does not dispose of them now he will have to spend a good deal of money for their repairs as some of them are damaged to a considerable extent. As the present value of the property improved upon is sure to rise in value as time goes on, I think his request may be complied with, without asking him to pay a lump sum as a set off to the release of the property originally offered as collateral security

of the other property in Surathkal offered as security is more than the amount of the loan and as the property improved upon

The enclosures received with the reference are submitted herewith.

compd.
2.2.24.

Letter-from M.R.Ry. M. S. Pais, Avl., B.A.,
Revenue Divisional Officer, Mangalore.
To-the Collector of South Kanara.
Dated-29th January 1929.
No.-D.Dis.B.474-29.

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Advances - Loans - Mangalore Taluk - Surathkal village Rs.10,000/- Borrower Mr. J. P. Sequeira - Collateral security - Release - certain information - submitted.

Your Ref.B-3/11046-28, dated 24th January 1929.

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Out of the 24.56 acres of dry lands included in Mr. Sequeira's holding in Surathkal Village, S.Nos.54, 185/4, 187/2 and 233/2 with an extent of 13.91 acres were bought by him in December 1924 for Rs.1391/-. S.No.279/4 with an extent of 2.15 acres was bought by him in 1917 for Rs.25/- and S.Nos. 61/8 and 233/3B with an extent of 2.08 acres were bought by him in 1924 for Rs.1150/- Thus an extent of 18.14 acres was bought by him for Rs.2566/-. The remaining fields viz., S.Nos. 240/4A, 240/4B and 249/1 with an extent of 6.42 acres were obtained by him on darkhast. The present value of the 24.56 acres of dry lands already included in the holding will not be less than Rs.3000/-. The property newly bought by Mr. Sequeira and in respect of which patta transfer proceedings are pending has a superstitution attached to it that persons cultivating it will be attacked with leprosy. I have not taken this property into consideration while valuing the lands. The particulars about the new property given by me in my report may be read at the end of paragraph three.

The enclosures received are submitted herewith.

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M.D'S.2/2. compd. 2.2.29.

Subject.

Advances. Loans. (S. Kanara
Mangalore th - Surathkal with
Mr J.V. Sequeira - Collateral
To Security - Release
~~The~~

Ref: F8177/28-3 & 27-2-1929

The Board agrees with the
Coll[r] that the existing
items of collateral security
for the loan of Rs. 10000
~~already~~ advanced to the
appellant can be released only
~~after~~ by & subject to the following
two conditions:—

(1) that the appellant gives the
Surathkal properties valued
at Rs. 5000 as fresh collateral
security and

(2) that he makes an immediate
repayment of Rs. 4000 in
reduction of the principal
the loan

The Coll[r] is accordingly requested

ascertain if the petr appellee
accepts these conditions.
If he does, an encumbrance
certificate in respect of
the Immovable property
should be ~~[illegible]~~
obtained

(To) CRG 26/2/29

KW
26.2.29

CRG
26.2.29.

Done CRG
27-2-29

Ref.B3-11046-28. South Kanara Collector's Office,

Mangalore, Dated 26th March,1929.

From

G. W. Wells, Esquire, M.A., I.C.S.,

Collector of South Kanara.

To

The Secretary to the Board,

Land Revenue & Settlement,

Madras.

Sir,

Advances - Loans -Surathkal village - Release of Collateral security -Appeal.

Mh 18-1-19 ante Board's Reference No.F 8177/28-2 dated 27-2-29.

I communicated to the borrower the two conditions laid down by the Board and asked him to state whether he is willing to accept them. In reply, he has remitted to the Treasury the entire loan outstanding against him with interes thereon. The amount has been accepted and the loan account closed. The appeal may, therefore, be considered to have abated. The records sent with this office letter B3-11046/28 dated 1-2-29 may be returned.

Mh 10-12 ante

Your obedient servant,

For Collector.

ad. 26.3.29.

R. F. XXII-A-19.—26,004- 31-1-29 (6).

Subject.—

Advances - Loans - (South Kanara) - Mangalore taluk Suratkal village - Mr. J. F Sequeira - collateral security - Release Appeal

READ AGAIN B. P. No. _____, dated _____ 192

" " " _____ : " _____ dated _____ 192

READ ALSO :—

Register No. _____, From the 7-8171/28. Mr 1-5 of, No. _____, dated _____ 192

" Mr 10, 12 " of 7912/29. Ref. of 4-12-28. p 9 of. " Q " " _____ 192

Mr 8-19 of Ref. of 27-2-29.

" p 2,0 of " 7.2007/29. " _____ " _____ 192

RESOLUTION. Dis No. 979, dated 6.6. 192

Recorded:

aas 4/4/29.

MD 4.4.29. JM 4.4.29

To the Coll. of South Kanara despatches records placed below ref.

with records as per list below ref.

List of records. (to be typed in duplicate)

Loans

1. B.3-9905-28
2. B 3-10297-28
3. R Dis - 356-24
4. R. Dis - 893-25
5. Enclosures to R. Do's letter no. D. Dis 6099-28 of 8-1-29.

JM 4/4/29

Lrtd

ADVANCES - LOANS - (S.KANARA) - MANGALORE TALUK - SURATHKAL VILLAGE - MR.J.P.SEQUIRA RS.10,000 - COLLATERAL SECURITY - RELEASE APPEAL PETITION.

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pp 1-5 cf. F.8177/28

pp 10-12 cf. F. 912/29.

A.S.(Sett)

Please see the appeal petition at pp. 1-5 cf. and the report of the Collr. of S.Kanara at pp.10-12 cf.

2. In 1924 the petr. was granted by the Board a loan of Rs10,000 for reclaiming his land measuring ~~about~~ 22.13 acres in Surathkal village for carrying out certain other improvements to them. The primary and collateral security for the loan were

(1) Surathkal village - 22.13 acres (the lands to be improved with the aid of the loan).

(2) Codial bail village - S.No.307 A/2 - 1925 sq.ft. with a building. (Rs 4,000)

(3) -do- S.No.311 - 29,185 sq. ft. with 3 buildings. (Rs 15,000)

(4) Bolur village - S.No.249 - 3 acres. (Rs 6,000)

The value of item (1) was estimated at Rs3,500 and the remaining 3 items at Rs25,000 - please see p.22 of (D) In 1925 on the petitioner's request, the Collr. (Mr. Souter) released item (4) - S.No.249 of Bolur village (valued at Rs6,000) as the interests of Government were not affected by this course. The item was accordingly eliminated from the security bond and necessary corrections were made in the security bond and the loan order. In 1928 the petr again requested to release the other two items of the collateral security (items 2 & 3 above) in order to dispose of them for discharging certain debts. He contended that the lands improved

with the aid of the loan from Govt. were of sufficient value to cover the loan arrears due from him and stated that in case this proposal was not accepted he was prepared to offer as collateral security his lands at Koikude village worth Rs10,000/-. The Collr. (Mr. Wells) refused to release the items as the petr. was involved in a suit for heavy damages filed against him by Mr. McEwen Watt of Mangalore. The petr. again requested the Collr. to reconsider the orders already passed but he declined to do so. Against this order, the petr. appeals to the Board.

3. The Collr. has since obtained a report from the R.D.O. about the affairs of the borrower and the requests of the petr. contained in the appeal petition. The remarks of the Collr. on the several requests of the petr. are contained in paras 4 to 8 of his letter - pp.11-12 cf. The petr's lands in Surathkal village which he now agrees to offer as fresh collateral security in lieu of the 2 items to be released are valued at Rs5,000 and the lands improved with the aid of the loan at Rs9,200/-. The balance of the loan due from him is reported to be about Rs9,000/-. The Collr. considers it doubtful whether the lands would fetch these prices at an auction sale if one has to be held in the event of the petr. making default in the repayment of the loan and says that since the borrower has furnished the original collateral security, Govt. need not forego it. He, however, ~~supports~~ suggests that in case the Board considers that the two items of the collateral security may be ~~returned~~ released as prayed for, the items may be released subject to the 2 conditions viz.

(1) that the petr. should offer his lands in Surathkal village valued at Rs5,000 as fresh collateral security,

(2) that he should make an immediate payment of Rs4,000/- in reduction of the principal of the loan,

so that the loan arrears will ~~then~~ be reduced to Rs5,000/- with primary and collateral securities of Rs14,200 against it.

4. There is much force in the Collr's argument about the chances of realisation of the amount from the lands when sold in auction for arrears of loan. It is for orders whether the suggestion of the Collr. in regard to the immediate payment of Rs4,000/- and the fresh collateral security of Rs5,000 may be approved.

If so, the Collr. may be asked to ascertain if the petr. is willing to abide by the two conditions stated above.

KW
14.2.29.

I think the petr's request may be granted subject to the conditions specified by the Collr. The latter may be asked to ascertain if the petr. accepts these conditions. If he does, it will be necessary to obtain an encumbrance certificate in respect of the Samathanam properties.

CRG
15.2.29.

AG
18/2/29

AS (Secy)

Draft Submitted

KW
26.2.29.

AG
26/2/29

CRG
26.2.29

Issued as Ref. no. 7 8177/28-2d) 27-2-2007 – ₱ 20 ~~P~~

To asst Secy

The co-r reports that the ret^r has since remitted to the treasury the entire loan amount with interest outstanding against him and that the amount has been receipted & the loan account closed The appeal has therefore been abated. The correspondence ~~has been rendered null and void~~ may be recorded Draft filed

4/4/7